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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 Linda Paduano,

12  
13 Plaintiff,

14  
15 vs.

16  
17 City of Los Angeles, Genevieve Forbes,  
18 and DOES 1 through 30, Inclusive,

19 Defendants.  
20  
21

Case No. 2:18-CV-05061-GW (KSx)

Assigned to Hon. George H. Wu, District  
Court Judge;  
Hon. Karen L. Stevenson, Magistrate Judge

**STIPULATION AND [PROPOSED]  
PROTECTIVE ORDER; EX. A  
THERE TO**

22 **1. A. PURPOSES AND LIMITATIONS**

23 Discovery in this action is likely to involve production of confidential,  
24 proprietary or private information for which special protection from public disclosure  
25 and from use for any purpose other than prosecuting this litigation may be warranted.  
26 Accordingly, the parties, Plaintiff LINDA PADUANO ("Plaintiff") and Defendants  
27 CITY OF LOS ANGELES and GENEVIEVE FORBES (collectively "Defendants"),  
28 by and through their respective counsel of record, hereby agree to and petition the

1 Court to enter the following Stipulated Protective Order. The parties acknowledge that  
2 this Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends only  
4 to the limited information or items that are entitled to confidential treatment under the  
5 applicable legal principles.

6 **B. GOOD CAUSE STATEMENT**

7 This action involves the City of Los Angeles and one of its civilian employees.  
8 Plaintiff is seeking materials and information that Defendants maintain as confidential,  
9 such as video recordings, investigation documents, reports and materials, personnel  
10 information, and other administrative materials, documents and information currently  
11 in the possession of Defendant City of Los Angeles ("the City"), which the City  
12 believes need special protection from public disclosure and from use for any purpose  
13 other than prosecuting this litigation.

14 The City asserts that the confidentiality of the materials and information sought  
15 by Plaintiff is recognized by California and federal law. The City contends that absent  
16 a protective order delineating the responsibilities of nondisclosure on the part of the  
17 parties hereto, there is a specific risk of unnecessary and undue disclosure by one or  
18 more of the attorneys, secretaries, law clerks, paralegals and expert witnesses involved  
19 in this case, as well as the corollary risk of embarrassment, harassment and  
20 professional and legal harm on the part of the City and its employee referenced in the  
21 materials and information.

22 The City also contends that the unfettered disclosure of the materials and  
23 information, absent a protective order, would allow the media to share this information  
24 with potential jurors in the area, impacting the rights of the City herein to receive a fair  
25 trial.

26 Accordingly, to expedite the flow of information, to facilitate the prompt  
27 resolution of disputes over confidentiality of discovery materials, to adequately protect  
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1 information the parties are entitled to keep confidential, to ensure that the parties are  
2 permitted reasonable necessary uses of such material in preparation for and in the  
3 conduct of trial, to address their handling at the end of the litigation, and serve the ends  
4 of justice, a protective order for such information is justified in this matter. It is the  
5 intent of the parties that information will not be designated as confidential for tactical  
6 reasons and that nothing be so designated without a good faith belief that it has been  
7 maintained in a confidential, non-public manner, and there is good cause why it should  
8 not be part of the public record of this case.

9 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**  
10 **SEAL**

11 The parties agree that any pleadings, motions, briefs, declarations, stipulations,  
12 exhibits or other written submissions to the Court in this litigation which contain or  
13 incorporate Confidential Material shall be lodged with an application to file the papers  
14 or the portion thereof containing the Confidential Material, under seal.

15 The parties further acknowledge, as set forth in Section 12.3, below, that this  
16 Stipulated Protective Order does not automatically entitle them to file confidential  
17 information under seal and that Local Civil Rule 79-5 sets forth the procedures that  
18 must be followed and the standards that will be applied when a party seeks permission  
19 from the Court to file material under seal.

20 There is a strong presumption that the public has a right of access to judicial  
21 proceedings and records in civil cases. In connection with non-dispositive motions,  
22 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
23 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
24 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*,  
25 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good  
26 cause showing), and a specific showing of good cause or compelling reasons with  
27 proper evidentiary support and legal justification, must be made with respect to  
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1 Protected Material that a party seeks to file under seal. The parties' mere designation  
2 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
3 submission of competent evidence by declaration, establishing that the material sought  
4 to be filed under seal qualifies as confidential, privileged, or otherwise protectable—  
5 constitute good cause.

6 Further, if a party requests sealing related to a dispositive motion or trial, then  
7 compelling reasons, not only good cause, for the sealing must be shown, and the relief  
8 sought shall be narrowly tailored to serve the specific interest to be protected. *See*  
9 *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item  
10 or type of information, document, or thing sought to be filed or introduced under seal  
11 in connection with a dispositive motion or trial, the party seeking protection must  
12 articulate compelling reasons, supported by specific facts and legal justification, for the  
13 requested sealing order. Again, competent evidence supporting the application to file  
14 documents under seal must be provided by declaration.

15 Any document that is not confidential, privileged, or otherwise protectable in its  
16 entirety will not be filed under seal if the confidential portions can be redacted. If  
17 documents can be redacted, then a redacted version for public viewing, omitting only  
18 the confidential, privileged, or otherwise protectable portions of the document, shall be  
19 filed. Any application that seeks to file documents under seal in their entirety should  
20 include an explanation of why redaction is not feasible.

## 21 **2. DEFINITIONS**

22 **2.1 Action:** *Linda Paduano v. City of Los Angeles, et al.*, Case No. 2:18-CV-  
23 05061-GW (KSx).

24 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation  
25 of information or items under this Order.

26 **2.3 "CONFIDENTIAL" Information or Items:** information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for protection  
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1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
2 Statement. This also includes (1) any information copied or extracted from the  
3 Confidential information; (2) all copies, excerpts, summaries, abstracts or compilations  
4 of Confidential information; and (3) any testimony, conversations, or presentations that  
5 might reveal Confidential information.

6 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and their  
7 support staff.

8 **2.5 Designating Party:** a Party or Non-Party that designates information or  
9 items that it produces in disclosures or in responses to discovery as  
10 "CONFIDENTIAL."

11 **2.6 Disclosure or Discovery Material:** all items or information, regardless  
12 of the medium or manner in which it is generated, stored, or maintained (including,  
13 among other things, testimony, transcripts, and tangible things), that are produced or  
14 generated in disclosures or responses to discovery in this matter

15 **2.7 Expert:** a person with specialized knowledge or experience in a matter  
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
17 expert witness or as a consultant in this Action.

18 **2.8 House Counsel:** attorneys other than Counsel (as defined in paragraph  
19 2.4) and who are employees of a party to this Action. House Counsel does not include  
20 Outside Counsel of Record or any other outside counsel.

21 **2.9 Non-Party:** any natural person, partnership, corporation, association or  
22 other legal entity not named as a Party to this action.

23 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party  
24 to this Action but are retained to represent or advise a party to this Action and have  
25 appeared in this Action on behalf of that party or are affiliated with a law firm that has  
26 appeared on behalf of that party, and includes support staff.

1       **2.11 Party:** any party to this Action, including all of its officers, directors,  
2 boards, departments, divisions, employees, consultants, retained experts, and Outside  
3 Counsel of Record (and their support staffs).

4       **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6       **2.13 Professional Vendors:** persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
9 their employees and subcontractors.

10       **2.14 Protected Material:** any Disclosure or Discovery Material that is  
11 designated as “CONFIDENTIAL.”

12       **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

14       **3. SCOPE**

15       The protections conferred by this Stipulation and Order cover not only Protected  
16 Material (as defined above), but also (1) any information copied or extracted from  
17 Protected Material; (2) all copies, excerpts, abstracts, summaries, or compilations of  
18 Protected Material; and (3) any testimony, conversations, or presentations by Parties or  
19 their Counsel that might reveal Protected Material.

20       Any use of Protected Material at trial shall be governed by the orders of the trial  
21 judge. This Order does not govern the use of Protected Material at trial.

22       **4. DURATION**

23       Once a case proceeds to trial, information that was designated as  
24 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as  
25 an exhibit at trial becomes public and will be presumptively available to all members  
26 of the public, including the press, unless compelling reasons supported by specific  
27 factual findings to proceed otherwise are made to the trial judge in advance of the trial.  
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1 *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
2 documents produced in discovery from “compelling reasons” standard when merits-  
3 related documents are part of court record). Accordingly, the terms of this protective  
4 order do not extend beyond the commencement of the trial as to the Confidential  
5 information used or introduced as an exhibit at trial.

## 6 **5. DESIGNATING PROTECTED MATERIAL**

### 7 **5.1 Exercise of Restraint and Care in Designating Material for** 8 **Protection.**

9 Each Party or Non-Party that designates information or items for protection  
10 under this Order must take care to limit any such designation to specific material that  
11 qualifies under the appropriate standards. The Designating Party must designate for  
12 protection only those parts of material, documents, items or oral or written  
13 communications that qualify so that other portions of the material, documents, items or  
14 communications for which protection is not warranted are not swept unjustifiably  
15 within the ambit of this Order.

16 Mass, indiscriminate or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper  
18 purpose (e.g., to unnecessarily encumber the case development process or to impose  
19 unnecessary expenses and burdens on other parties) may expose the Designating Party  
20 to sanctions.

21 If it comes to a Designating Party’s attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
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1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic documents,  
5 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
6 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or words of a  
7 similar effect, and that includes the case name and case number (hereinafter  
8 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
9 portion of the material on a page qualifies for protection, the Producing Party also must  
10 clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
11 margins).

12 A Party or Non-Party that makes original documents available for inspection  
13 need not designate them for protection until after the inspecting Party has indicated  
14 which documents it would like copied and produced. During the inspection and before  
15 the designation, all of the material made available for inspection shall be deemed  
16 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
17 copied and produced, the Producing Party must determine which documents, or  
18 portions thereof, qualify for protection under this Order. Then, before producing the  
19 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
20 each page that contains Protected Material. If only a portion of the material on a page  
21 qualifies for protection, the Producing Party also must clearly identify the protected  
22 portion(s) (e.g., by making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party identifies the  
24 Disclosure or Discovery Material on the record, before the close of the deposition all  
25 protected testimony.

26 (c) for information produced in some form other than documentary and for any  
27 other tangible items, that the Producing Party affix in a prominent place on the exterior  
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1 of the container or containers in which the information is stored the legend  
2 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
3 protection, the Producing Party, to the extent practicable, shall identify the protected  
4 portion(s).

5 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive the  
7 Designating Party’s right to secure protection under this Order for such material.  
8 Upon timely correction of a designation, the Receiving Party must make reasonable  
9 efforts to assure that the material is treated in accordance with the provisions of this  
10 Order.

11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court’s Scheduling  
14 Order.

15 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

17 **6.3** The burden of persuasion in any such challenge proceeding shall be on the  
18 Designating Party. Frivolous challenges, and those made for an improper purpose  
19 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
20 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
21 withdrawn the confidentiality designation, all parties shall continue to afford the  
22 material in question the level of protection to which it is entitled under the Producing  
23 Party’s designation until the Court rules on the challenge.

24 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending or attempting to settle this Action. Such  
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Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party and the Receiving Party’s Counsel of Record in this Action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
2 by the Designating Party or ordered by the court. Pages of transcribed deposition  
3 testimony or exhibits to depositions that reveal Protected Material may be separately  
4 bound by the court reporter and may not be disclosed to anyone except as permitted  
5 under this Stipulated Protective Order; and

6 (h) any mediator or settlement officer, and their supporting personnel, mutually  
7 agreed upon by any of the parties engaged in settlement discussions and who have  
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

9 **7.3.** Counsel making the disclosure to any qualified person described herein  
10 shall retain the original executed copy of the Nondisclosure Agreement until sixty (60)  
11 days after this litigation has become final, including any appellate review, and  
12 monitoring of an injunction. Counsel for the Receiving Party shall maintain all signed  
13 Nondisclosure Agreements and shall produce the original signature page upon  
14 reasonable written notice from opposing counsel. If an issue arises regarding a  
15 purported unauthorized disclosure of Confidential Information, upon noticed motion of  
16 contempt filed by the Designating Party, counsel for the Receiving Party may be  
17 required to file the signed Nondisclosure Agreements, as well as a list of the disclosed  
18 materials, in camera with the Court having jurisdiction of the Stipulation.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
20 **IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation that  
22 compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to  
27 issue in the other litigation that some or all of the material covered by the  
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1 subpoena or order is subject to this Protective Order. Such notification shall  
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
4 the Designating Party whose Protected Material may be affected.

5 The Party served with the subpoena or court order shall not produce any  
6 information designated in this action as "CONFIDENTIAL", unless the Party has  
7 obtained the Designating Party's permission or an order from the court from which the  
8 subpoena or order issued. Nothing in these provisions should be construed as  
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
10 directive from another court.

11 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-  
14 Party in this Action and designated as "CONFIDENTIAL." Such information  
15 produced by Non-Parties in connection with this litigation is protected by the remedies  
16 and relief provided by this Order. Nothing in these provisions should be construed as  
17 prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to produce  
19 a Non-Party's confidential information in its possession, and the Party is subject to an  
20 agreement with the Non-Party not to produce the Non-Party's confidential information,  
21 then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a  
27 reasonably specific description of the information requested; and  
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1 (3) make the information requested available for inspection by the Non-  
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14  
4 days of receiving the notice and accompanying information, the Receiving Party may  
5 produce the Non-Party's confidential information responsive to the discovery request.  
6 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
7 any information in its possession or control that is subject to the confidentiality  
8 agreement with the Non-Party before a determination by the court. Absent a court  
9 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
10 protection in this court of its Protected Material.

11 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
13 Protected Material to any person or in any circumstance not authorized under this  
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
15 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
16 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
17 whom unauthorized disclosures were made of all the terms of this Order, and (d)  
18 request such person or persons to execute the "Acknowledgment and Agreement to Be  
19 Bound" that is attached hereto as Exhibit A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
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1 parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted to  
4 the court.

## 5 **12. MISCELLANEOUS**

6 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
14 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal is  
17 denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

## 19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 30  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party. As used in this subdivision, "all  
23 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
24 other format reproducing or capturing any of the Protected Material. The Receiving  
25 Party must submit a written certification to the Producing Party (and, if not the same  
26 person or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by  
27 category, where appropriate) all the Protected Material that was returned and (2)

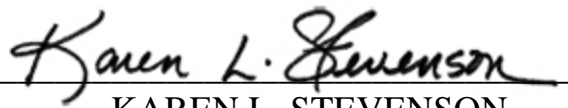
1 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
2 summaries or any other format reproducing or capturing any of the Protected Material.

3 **14. VIOLATION**

4 Any violation of this Order may be punished by appropriate measures including,  
5 without limitation, contempt proceedings and/or monetary sanctions.

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7 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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9 DATED: July 2, 2018

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11 KAREN L. STEVENSON  
12 UNITED STATES MAGISTRATE JUDGE  
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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under  
5 penalty of perjury that I have read in its entirety and understand the Stipulated  
6 Protective Order that was issued by the United States District Court for the Central  
7 District of California on July 2, 2018 in the case of *Linda Paduano v. City of Los*  
8 *Angeles and Genevieve Forbes*, United States District Court, Central District of  
9 California, Case No. 2:18-CV-05061-GW(KSx).

10 I agree to comply with and to be bound by all the terms of this Stipulated  
11 Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
13 that I will not disclose in any manner any information or item that is subject to this  
14 Stipulated Protective Order to any person or entity except in strict compliance with the  
15 provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court for  
17 the Central District of California for enforcing the terms of this Stipulated Protective  
18 Order, even if such enforcement proceedings occur after termination of this action. I  
19 hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address and  
21 telephone number] as my California agent for service of process in connection with  
22 this action or any proceedings related to enforcement of this Stipulated Protective  
23 Order.

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_